

REQUEST FOR PROPOSALS (APPLICATIONS) FOR

TOWING AND ROAD SERVICE PROVIDER

ISSUING OFFICE

Pennsylvania Turnpike Commission

Operations, Safety, and Incident Response Department

RFP NUMBER

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**REQUEST FOR PROPOSALS (APPLICATIONS) FOR
TOWING AND ROAD SERVICE PROVIDER**

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PART I

GENERAL INFORMATION FOR VENDORS

The Pennsylvania Turnpike Commission (“Commission”) is now accepting applications for vendors to provide emergency road service/repairs, towing, recovery, and removal of abandoned and vehicles impeding traffic on the Turnpike System ranging from motorcycles to over-dimensional vehicles for the following section:

Milepost 49.4 to Milepost 75.4, East and West bound, which include the Pittsburgh Interchange (57), Irwin Interchange (67) and the New Stanton Interchange (75).

I-1. Term of Contract

The term of the contract will commence on the Effective Date (as defined below) and will end in five (5) years from the effective date. The Commission shall fix the Effective Date after the contract has been fully executed by the Vendor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-2. Requirements

The Commission requires that interested parties currently own or lease a minimum of five (5) pieces of equipment as follows:

- One (1) light-duty conventional wrecker with over a one-ton capacity and equipped with a state-of-the-art wheel lift.
- Two (2) light-duty rollbacks each with over a one-ton capacity and equipped with a state-of-the-art wheel lift.
- Two (2) heavy-duty recovery vehicles each with a minimum 25-ton (hydraulic or mechanical) capacity and each are equipped with a state-of-the-art under reach.

All facilities must meet the following:

- Clean, modern, secure facility.
- Customer waiting area and restrooms.
- Provide 24/7 response to all incidents on Commission property/roadway.
- Accept major credit cards for payment (MasterCard and Visa).
- Honor a number of roadside assistance club memberships.
- Meet specific insurance requirements as follows:

I-3. Compensation

Maximum Charges: Vendor agrees that no charge for towing, repairs or other services shall be in excess of competitive charges prevailing in the area for such services. It is the intention of the **Commission** to cause the services specified to be rendered to the public making use of the Turnpike at prices no higher than would be charged for similar services on public roads in the area. Road service compensation shall be in addition to charges for parts and materials. There shall be no road service charge where there is a towing charge.

(A) **Road Service:**

Road Service for vehicles up to 10,000-lbs. Gross weight, the flat charge to the motorist shall be Sixty Dollars (\$60.00). Vehicles from 10,001 lbs. To 25,000-lbs. Gross weight, the flat rate charge to the motorist shall be Eighty-Four Dollars (\$84.00). For vehicles over 25,000 lbs. Gross weight, the flat rate charge to the motorist shall be One-hundred Twenty Dollars (\$120.00). This charge shall be a once only compensation charge by the Vendor for mileage traveled on the Turnpike by the service truck in reaching point of service and shall include any or all of the following: providing water; providing fuel; battery jump; a tire change, provided a properly installed spare is available within the vehicle; replacing belts or hoses; or the first fifteen (15) minutes spent toward providing services other than those listed above. If it takes the Vendor more than fifteen (15) minutes to render a non-listed service, the Vendor may charge, in addition to the Road Service charge, an additional labor charge calculated at the prevailing competitive hourly rate, and is not to exceed that normally charged by Vendor for off-Turnpike work. Labor time for repairs on a disabled vehicle shall not exceed that normally charged by Vendor for off-Turnpike work or time as given in Chilton's Flat Rate and Parts Manual, or Motor Parts & Time Guide for both domestic and imported vehicles or in the Flat Rate Schedule issued by the manufacturer of the particular vehicle. In the event of a dispute over the prescribed labor time, the Chilton Manual or Motor Manual will be considered the final authority.

When a motorist is without funds, the Commission shall pay Vendor the sum of Ninety Dollars (\$90.00) for each such vehicle. When a vehicle is gone upon arrival or the service call is cancelled, the Commission shall pay Vendor the sum of Twenty-four Dollars (\$24.00).

(B) **Towing Services:**

- (1) Vehicles up to 10,000 lbs. Gross weight, the charge shall be a flat rate of Seventy-two Dollars (\$72.00) for a service charge (hook-up), and Three and 50/100 Dollars (\$3.50) per mile for each traveled mile.
- (2) Vehicles from 10,001 lbs. to 25,000 lbs. Gross weight, the charge shall be a flat rate of One Hundred Thirty-two Dollars (\$132.00) for a service charge (hook-up), and Four Dollars (\$4.00) per mile for each traveled mile.
- (3) Vehicles over 25,001 lbs. Gross weight, the charge shall be a flat rate of Two Hundred four Dollars (\$204.00) for a service charge (hook-up), and Five Dollars (\$5.00) per mile for each traveled mile.
- (4) The charges for (1) through (3) above, shall include towing from the point of breakdown to the Vendor's exit interchange or to any other service facility in the vicinity of Vendor or to the next interchange in the same (customer's) direction of travel. When the operator of a vehicle elects to be towed to a destination beyond the vicinity of the Vendor, the Vendor may apply an additional towing charge in accordance with prevailing rates. The Vendor is required to inform each customer of additional towing charges to be made before services are rendered.

- (C) When a vehicle is certified by Pennsylvania State Police as abandoned, the Vendor shall remove it from the Turnpike. For each such vehicle removed, the Commission shall pay Vendor the sum of Ninety Dollars (\$90.00). This fee does not preclude the Vendor from charging the patron additional fees involved in removing said vehicle from the roadway. It is understood and agreed that this is the maximum sum to be paid to the Vendor by the Commission for each said vehicle irrespective of whether or not Vendor eventually incurs any costs in storage, sale or disposal of said vehicle.
- (D) When the Pennsylvania State Police deem a vehicle as impeding traffic flow or by an official of the Commission, it will be moved by the Vendor to the next safest wide area, away from the flow of traffic on the system. For each such vehicle so removed, the Commission shall pay Vendor the sum of Ninety Dollars (\$90.00) for all classes of vehicles. It is understood and agreed that this is the maximum sum to be paid to the Vendor by the Commission for each said vehicle impeding the flow of Vendor traffic where no customer is apparently present with the vehicle.
- (E) The Vendor will also tow any vehicle, which the Pennsylvania State Police request to be towed relative to an investigation.
- (F) The Vendor may charge an additional fee at prevailing competitive hourly rates for time spent in excess of fifteen (15) minutes from arrival time, in righting an overturned vehicle, removed of parts to permit proper towing, use of cutting torch or other special tools and transferring of material from one vehicle to another.
- (G) If the Vendor sublets additional crane and/or recovery vehicle services, the fee charged to the customer shall be no more than the schedule of rates as noted in this agreement.
- (H) The COMMISSION reserves the right to periodically review rates charged by the Vendor. Failure by the Vendor to adhere to the requirements and standards set forth in Paragraph 7 may, at the Vendor's discretion be considered a breach of this agreement and grounds for its termination.
- (I) The Vendor agrees that the Commission may set off the amount of any state tax liability or other obligation of the Vendor or its subsidiaries to the Commonwealth against any payments due the Vendor under any contract with the Commission.

I-4. Insurance

General: Before the execution of a contract, Vendor must provide the Commission with certificates of insurance evidencing the coverage required acceptable to the Commission, as described below. Have all policies endorsed to contain the following clause: "Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Commission by Certified Mail." The preceding is subject to existing Commonwealth of Pennsylvania statutory cancellation provisions relating to non-payment of premium and misrepresentation by the insured. Maintain the insurance described herein for the entire duration of the Contract. All insurance policies must be written by an insurance company licensed and/or authorized to do business in Pennsylvania and acceptable to the Commission having an A.M. Best's rating of no less than A- with a financial size category of IX or better. Have all insurance policies and certificates signed by a resident

Pennsylvania Agent of the issuing company. However, in the case of an eligible surplus lines insurer, have all policies and certificates also signed by a party duly authorized to bind, on behalf of the eligible surplus lines insurer, the certified coverage's.

Additional Considerations:

- a) Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Vendor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
- b) Vendor shall not have a Self-Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Vendor. If Vendor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Vendor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Pollution Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Vendor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) Waiver of Rights of Subrogation: Vendor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Vendor.
- e) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Vendor.
- f) The carrying of insurance described shall in no way be interpreted as relieving the Vendor of any responsibility or liability under the contract.
- g) Any type of insurance or any increase in limits of liability not described above which the Vendor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- h) Vendor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Vendor arising in the course of operations under the contract. The Vendor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

Worker's Compensation and Employer's Liability Insurance: Worker's Compensation Insurance in statutory limits for the protection of all employees. Employer's Liability Insurance in limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease, and \$1,000,000 bodily injury by disease each employee.

Commercial General Liability Insurance Includes: Products/Completed Operations; Blanket Contractual Liability – All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broad form property damage; severability of interests provisions; personal injury and advertising liability; premises medical payments; host liquor liability; fire damage legal liability – real property; incidental malpractice

(including employees); non-owned watercraft; and automatic coverage for newly acquired entities. The minimum required limits for the Commercial General Liability policy will be as follows:

\$1,000,000 Each Occurrence
\$1,000,000 Advertising and Personal Injury Limit
\$2,000,000 General Aggregate per Location/Per Site
\$2,000,000 Products and Completed Operations Aggregate
\$5,000 Medical Payments

Garage Keepers Legal Liability: Limits of not less than \$250,000 per occurrence.

Commercial Automobile Liability Insurance: Covering all owned hired, leased and non-owned vehicles with a minimum limit of liability of \$1,000,000 per occurrence.

The Commercial General Liability, Garage Keepers Legal Liability and Automobile Liability policies will name the Pennsylvania Turnpike Commission, the Commonwealth of Pennsylvania, Pennsylvania Department of Transportation, if any as an Additional Insured.

Umbrella Liability or Excess Liability insurance with minimum limits of:

\$5,000,000 per occurrence;
\$5,000,000 aggregate for other than products/completed operations and auto liability; and
\$5,000,000 products/completed operations aggregate.

Policy to apply on a following form basis to the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

Pollution Liability Insurance

Policy will cover pollution incidents arising from the operations of the Vendor as described in the scope of services in this contract.

Occurrence/Claims Made Limit: \$1,000,000 per project

Insurance to be maintained for the duration of the work for a period of two years thereafter

No Exclusions for Silica, Asbestos or Lead.

Include Mold Coverage for full policy limit of liability.

Crime Insurance: The Investment manager shall be responsible for the maintaining Crime Insurance, which includes the Employee Theft and Theft, Disappearance and Destruction coverage parts, in an amount not less than \$1,000,000 Per Occurrence. The Employee Theft Coverage part should include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).

PART II

INFORMATION REQUIRED FROM VENDORS

II-1. Response

To be considered, applications must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: **Stephanie Newbury**, on or before **2:00 PM** local time on **Wednesday, October 30, 2013**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission. Vendors mailing applications should allow sufficient delivery time to ensure timely receipt of their applications. If the Commission office location to which applications are to be delivered is closed on the application response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Vendors are otherwise notified by the Commission, the time for submission of applications shall remain the same.

II-2. Application Submission

Please refer to the application (**Appendix A to this RFP**) attached to this advertisement posting. All completed applications and supporting documents submitted will become the property of the Commission. The Commission reserves the right to reject any and all applications. Applicants should list and describe any equipment it owns, experience, services, facilities, etc. that meet or are in addition to the stated requirements.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Vendor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the advertisement.

The Commission may make such investigations as deemed necessary to determine the ability of the Vendor to perform the work, and the Vendor shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any application if the evidence submitted by, or investigation of, such Vendor fails to satisfy the Commission that such Vendor is properly qualified to carry out the obligations of the agreement and to complete the work specified.

The Vendor shall present the application to the Contracts Administration Department only. No other distribution of applications will be made by the Vendor.

An official authorized to bind the Vendor to its provisions must sign the application. If the official signs the Proposal Cover Sheet (**Appendix B to this RFP**) and the Proposal Cover Sheet is attached to the application, the requirement will be met. For this Advertisement, the application must remain valid for at least 120 days. Moreover, the contents of the application of the selected Vendor will become contractual obligations if a contract is entered into.

Each and every Vendor submitting an application specifically waives any right to withdraw or modify it, except as hereinafter provided. Applications may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for application delivery prior to the exact hour and date specified for application receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Vendor chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. An application may also be withdrawn in person by a Vendor or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the application, but only if the withdrawal is made prior to the exact hour and date set for application receipt. An application may only be modified by the submission of a new application or submission of a modification which complies with the requirements of this solicitation.

II-3. Application Contents

Applications will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the application becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Applications submitted to the Commission may be reviewed and evaluated by any person other than competing Vendors at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any application. Selection or rejection of the application does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Vendors shall identify any and all portions of their Application that contains confidential proprietary information or is protected by a trade secret. Applications shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Application that contains the trade secret or confidential proprietary information.

Vendors should note that "trade secrets" and "confidential proprietary information" are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both "trade secrets" and "confidential proprietary information" as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by

proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure *would* cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

II-4. Vendor’s Representations and Authorizations

Each Vendor by submitting its application understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Vendor in the application are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this application. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The application is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor or person to submit a complementary or other noncompetitive application.
- c. To the best knowledge of the person signing the application for the Vendor, the Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Vendor in its application.

- d. To the best of the knowledge of the person signing the application for the Vendor and except as otherwise disclosed by the Vendor in its application, the Vendor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Vendor that is owed to the Commonwealth.
- e. The Vendor is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Vendor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- f. The Vendor has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the application or the specifications for the services described in the application.
- g. Each Vendor, by submitting its application, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements

To be eligible for selection, a application shall be (a) timely received from a Vendor; and (b) properly signed by the Vendor.

III-2. Technical Nonconforming Proposals

The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the application, (2) allow the Vendor to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the application.

III-3. Application Evaluation

Applications will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the vendor(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified vendor for the assignment or the vendor whose application is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each vendor's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the vendor, vendor's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Vendor determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

An on-site videotaping and inspection will be scheduled to verify that the information contained in the application is accurate. The selection process involves evaluation of the application and inspection of the premises and recommendation to the Commission. Applications will be reviewed and evaluated by a committee of qualified personnel, as determined by the Commission. Based on the evaluation of applications, a recommendation will be made for award to one applicant. Award will only be made to an applicant determined to be responsive and responsible with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

The following criteria will be used, in order of relative importance from the highest to the lowest in evaluating each application:

- a. Equipment - Number of towing/recovery vehicles, ownership or lease status of towing equipment, age/condition of equipment, specialty equipment.
- b. Primary Facility – Distance to nearest interchange or access gate within the advertised coverage area, condition of facility, ownership or lease status of facility, and number of service bays (passenger and commercial). In addition, the facility's availability of the following: restrooms, waiting room, parts inventory, and locked storage area for vehicles as well as the accessibility to lodging and rental vehicles.
- c. Roadside service club affiliation: AAA affiliated, other.
- d. Salvor: certification/license and any other state licenses.
- e. Personnel: Number of wrecker/operators, recovery experience of operators, number of mechanics, mechanics hours of operation, formal training of both wrecker/operators and mechanics.
- f. Other services/capabilities: in-house commercial tire service, commercial roadside service, off-loading fuel, etc.

Addendum No. 1

RFP # 13-ASP-4482

TOWING AND ROAD SERVICE PROVIDER

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

REVISIONS

1. The response date referenced in Part II-1 of the RFP has been extended and revised as follows:

II-1. Response. To be considered, applications must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: **Stephanie Newbury**, on or before **2:00 PM** local time on **Thursday, November 7, 2013**.

2. Appendix A, Authorized Service Provider Application, Page 4 of 6, Item 26 is revised to read as follows:

Please provide a criminal history report of any individual who will respond to incidents on Commission property (all principals, officers, owners, directors or employees). <https://epatch.state.pa.us/Home.jsp>

All other terms, conditions and requirements of the original RFP dated October 15, 2013, remain unchanged unless modified by this Addendum.